

RESOLUTION NO. 2009 – 163

**A RESOLUTION OF THE PIMA COUNTY BOARD OF SUPERVISORS
APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN
PIMA COUNTY AND THE ARIZONA DEPARTMENT OF HEALTH SERVICES
RELATING TO A.R.S. §11-297(A)(2);**

WHEREAS, the County is directed in the above referenced statute to annually renew the Intergovernmental Agreement in effect on January 1, 2001 between Pima County and Arizona Department of Health Services regarding funding and provision of mental health services in Pima County at the funding levels specified in said Intergovernmental Agreement; and,

WHEREAS, the parties are authorized to enter into an Intergovernmental Agreement pursuant to A.R.S. § 11-951 et.seq. and directed to do so under A.R.S. §11-297(A)(2);

NOW THEREFORE, BE IT RESOLVED:

1. The Intergovernmental Agreement between Pima County and the Arizona Department of Health Services is approved, and the Chairman of the Board of Supervisors is authorized to execute the Agreement; and
2. The appropriate County officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

PASSED by the Pima County Board of Supervisors this 7th day of July, 2009.

PIMA COUNTY BOARD OF SUPERVISORS

By: 

Richard Elias, Chairman

JUL 07 2009

ATTEST

By: 

Clerk of the Board of Supervisors

No. 30939

Filed with the Secretary of State

Date Filed: 7/24/09



Secretary of State

By: 

APPROVED AS TO FORM

By: 

Deputy County Attorney

INTERGOVERNMENTAL AGREEMENT
for the Provision of Mental Health Services
between PIMA COUNTY and
ARIZONA DEPARTMENT OF HEALTH SERVICES

CONTRACT	
NO. <u>01-65-A-142181-0709</u>	
AMENDMENT NO. _____	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

This Intergovernmental Agreement ("Agreement") is between Pima County, a political subdivision of the State of Arizona ("COUNTY") and the Arizona Department of Health Services ("ADHS").

RECITALS

- A. COUNTY, pursuant to A.R.S. § 11-297(A)(2), is mandated to annually renew an Intergovernmental Agreement in effect as of January 1, 2001, for behavioral and mental health care services in Pima County at the funding level set forth by law. Pursuant to A.R.S. §36-545.06, County shall ensure that the services of a screening agency and an evaluation agency are provided for purposes of Arizona Revised Statutes Title 36, Chapter 5.
- B. ADHS and COUNTY may, pursuant to A.R.S. §36-545.07, enter into an agreement whereby COUNTY provides funds to ADHS for the provision of prepetition screenings, court-ordered evaluations and treatment of patients under the provisions of A.R.S. §36-524 in accordance with ADHS' comprehensive health plan.
- C. ADHS, pursuant to A.R.S. § 36-3403 (B) (1), has the duty to administer unified mental health programs and, pursuant to A.R.S. § 36-3431 and 36-3433, to develop, implement, and budget for a comprehensive behavioral health service system for children.
- D. ADHS has contracted with a non-profit corporation to serve as a Regional Behavioral Health Authority ("RBHA") to provide for the delivery of mental health services to residents and others in Pima County. Such services may be provided by a RBHA, ADHS or any other party with which ADHS contracts.
- E. In an effort to ensure continuity of care to the population in need of behavioral health services, and in order to ensure that sufficient resources for this population continue to be available in the community, COUNTY has leased the facility located at 2800 E. Ajo Way in Tucson, Arizona, ("the Hospital") to University Physicians Healthcare, Incorporated.
- F. The voters of Pima County approved the construction of a new psychiatric hospital and crisis recovery center which COUNTY is willing to lease to the operator of the Hospital and the RBHA respectively.
- G. COUNTY and ADHS desire to maximize their combined available resources to provide quality care to the mentally ill citizens of Pima County and work in concert to ensure that delivery of care and treatment is efficient, convenient and provided in the least restrictive environment. The proper integration of the new psychiatric hospital and crisis recovery center into ADHS' comprehensive plan can substantially contribute to the efficiency and quality of care provided to the mentally ill.
- H. COUNTY has the authority to enter into this Agreement pursuant to A.R.S. §§ 11-952, 11-251, 11-291, and 11-297(A)(2).

- I. A.R.S. §§ 11-952, 36-104 and 36-545.07 authorize ADHS to enter into this Agreement.
- J. WHEREAS, COUNTY is a major stakeholder in and funding source for the Pima County behavioral health system administered by ADHS and has invested significant resources in the service delivery system in Pima County including the construction and maintenance of facilities, the recruitment and retention of expertise and the support and promotion of physician training in the graduate medical education program sponsored by the University of Arizona; and
- K. WHEREAS, County and ADHS desire to maximize the nature and utilization of available resources to achieve optimal community benefit with the goal of providing services in the least restrictive, but therapeutically appropriate, treatment environment including but not limited to the successful implementation of programs to avoid unnecessary incarceration of adults and juveniles with behavioral health conditions who enter the criminal justice system;

NOW, THEREFORE, it is agreed as follows:

ARTICLE 1

TERM

- 1.1 This Agreement shall become effective on July 1, 2009, and shall continue through June 30, 2010, unless further extended or sooner terminated pursuant to the provisions of this Agreement. The executed Agreement shall be filed with the Arizona Secretary of State. The Funding Provisions established herein are operative effective July 1, 2009.

ARTICLE 2

SCOPE OF SERVICES

- 2.1 ADHS shall provide for, either directly or through contract with the RBHA, the care and treatment of the Seriously Mentally Ill, and for Title XIX-eligible individuals of Pima County.
- 2.2 ADHS shall provide, either directly or through contract with the RBHA, all the pre-petition screening services required of the COUNTY under Title 36 of the Arizona Revised Statutes.
- 2.3 Notwithstanding the foregoing, ADHS shall not be responsible for mental health services to inmates and detainees in the Pima County Jail and other juvenile or adult correction or detention facility operated by or contracted with COUNTY except for TXIX-reimbursable, medically necessary, covered behavioral health services provided to TXIX-eligible members.
- 2.4 To the extent obligated by law, COUNTY shall retain financial responsibility for Court proceeding expenses for commitment actions brought under Title 36, including the costs of independent evaluators and the fees and costs for the attorneys for the prosecution, and the court-appointed defense attorneys. Nothing in this Agreement shall prohibit, preclude, or prevent COUNTY from seeking, pursuing and obtaining reimbursement from other party payers to recover the cost of the services of behavioral health professionals and/or the costs of hospitalization that may be incurred as a result of the civil commitment process.

- 2.5 ADHS shall, directly or through contract with RBHA, develop, implement and manage in COUNTY a comprehensive, community-based system of mental health care. All mental health services provided by ADHS pursuant to this agreement, either directly or by contract with the RBHA, shall be rendered in accordance with applicable law and community professional and ethical standards.

In an ongoing mutual effort to address identified needs and issues within the publicly funded behavioral health system, the parties agree to meet no less often than every two months to discuss and resolve, in a manner consistent with ADHS' comprehensive plan, issues identified by the parties. Any proposed solutions shall be mutually acceptable and result in greater accessibility, availability, coordination and delivery of behavioral health services to COUNTY's residents.

- 2.6 With regard to the Hospital, ADHS will encourage the RBHA to enter into a subcontract with the facility for utilization, by the RBHA and its network of at-risk providers, of behavioral health services provided that such services are available and the rates and the quality of care are comparable to similar facilities in the community.
- 2.7 ADHS recognizes that the COUNTY is a significant stakeholder with respect to ADHS' contract(s) with the RBHA providing services in the Geographical Service Area (GSA) which includes Pima County for COUNTY's residents and agrees to solicit input from the counties served in said GSA through ADHS' established process of obtaining stakeholder input in preparing and publishing the solicitation for a RBHA
- 2.8 ADHS recognizes that policy decisions it makes to modify services have a direct impact on the COUNTY and agrees to develop and send draft policies to COUNTY for comment through ADHS' established process on proposed policy changes prior to adoption.
- 2.9 To the extent possible, ADHS and COUNTY agree to work together to maximize potential resources, including Federal Financial Participation, for the provision of behavioral health services to COUNTY's residents and to mitigate barriers related to maximizing potential resources.
- 2.10 To the extent possible and subject to federal, and state confidentiality and privacy law, ADHS agrees to collaborate with COUNTY to maximize health data exchange in order to expedite identification of individuals who are appropriate for diversion from a detention setting to a community treatment program at the time of their initial court appearance. The COUNTY agrees to develop a security protocol and appropriate policies which limit access to the database only to healthcare providers.
- 2.11 Pursuant to ARS 36-550.02 and to the extent possible, cooperate with and assist the county to facilitate the integration of systems necessary to accomplish diversion programs which are alternatives to incarceration and better suited to specific individuals than detention.

ARTICLE 3

FUNDING

The amount of funding for the term of this Agreement shall not exceed THREE MILLION, SIXTY-FOUR THOUSAND, NINE HUNDRED THIRTY-SIX DOLLARS (\$3,064,936), as indicated herein:

- 3.1 COUNTY shall pay to ADHS the following: TWO MILLION, NINE HUNDRED SIXTY-FOUR THOUSAND, NINE HUNDRED THIRTY-SIX DOLLARS (\$2,964,936) for the period of July 1, 2009 through June 30, 2010. Payment shall be made in twelve equal monthly payments of TWO HUNDRED FORTY-SEVEN THOUSAND, SEVENTY-EIGHT DOLLARS (\$247,078), and shall be made on or before the fifteenth day of each calendar month during the term of this Agreement.
- 3.2 In addition to the payment indicated in Paragraph 3.1, COUNTY shall pay ADHS the following: ONE HUNDRED THOUSAND DOLLARS (\$100,000) for the period of July 1, 2009 through June 30, 2010, for the provision of all Title 36 pre-petition screening services as referenced in Paragraph 2.2. Payment shall be made in twelve equal monthly installments of EIGHT THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$8,333.33) and shall be made on or before the fifteenth day of each calendar month during the term of this Agreement.
- 3.3 ADHS agrees that it will not seek any compensation from COUNTY other than the compensation set forth in this Article.

ARTICLE 4

INSURANCE

- 4.1 The parties acknowledge that ADHS and COUNTY are self-insured pursuant to statutory authority. The parties agree that the general liability coverage and the professional liability coverage afforded by these self-insurance programs are sufficient to meet the purpose of this Agreement.
- 4.2 ADHS shall require the Pima County RBHA, during the entire term of this Agreement, to maintain commercial general liability, automobile liability, workmen's compensation and professional liability insurance coverage in amounts satisfactory to the Arizona Department of Administration, Risk Management. ADHS shall require the Pima County RBHA to name the COUNTY as an additional insured with respect to liability arising out of the activities performed by or on behalf of the Pima County RBHA.

ARTICLE 5

INDEMNIFICATION

- 5.1 Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims

which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

ARTICLE 6

TERMINATION

- 6.1 This Agreement may be terminated as may be provided by law.

ARTICLE 7

NOTICES

- 7.1 Any notice required or permitted to be given under this Agreement shall be in writing and shall be served by delivery or by certified mail upon the other party as follows:

- 7.1.1 Notices to ADHS shall be addressed and mailed as follows:

Director
Arizona Department of Health Services
150 N. 18th Avenue
Phoenix, Arizona 85007

With copies to:

Deputy Director
Division of Behavioral Health Services
150 N. 18th Ave., Ste. 200
Phoenix, Arizona 85007

Assistant Attorney General
Attorney General's Office
1275 West Washington
Phoenix, Arizona 85007

- 7.1.2 Notices to COUNTY shall be addressed and mailed as follows:

Pima County Administrator C.H. Huckelberry
130 W. Congress, 10th Floor
Tucson, Arizona 85701
With copies to:

Pima County Deputy Administrator Dennis Douglas
130 West Congress, 10th floor
Tucson, Arizona 85701

Pima County Attorney's Office
Civil Division
32 North Stone, 21st Floor
Tucson, Arizona 85701

Director
Pima County Institutional Health
3950 South Country Club, Suite 300
Tucson, Arizona 85714

ARTICLE 8

EXTENSIONS AND AMENDMENTS

- 8.1 This document contains the entire agreement of the parties. Any change, modification or extension of this Agreement must be in the form of a written amendment to this Agreement and signed by both parties.
- 8.2 This Agreement shall be extended as required by law for additional one-year periods by written amendment signed by both parties.

ARTICLE 9

NON-DISCRIMINATION and AMERICANS WITH DISABILITIES ACT

- 9.1 Both COUNTY and ADHS shall comply with title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975 and the Federal Executive Order 11246, State Executive Order No. 75-5, as amended by Executive Order No. 99-4, and A.R.S. § 41-1461 *et seq.* which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. Both COUNTY and ADHS shall comply with Paragraph 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment advancement in employment of qualified persons because of physical or mental handicap. Both COUNTY and ADHS shall comply with Title VI of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in services pursuant to this Agreement on the basis or race, color, or national origin. Both COUNTY and ADHS shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in delivering services pursuant to this Agreement and with the provision of the Americans With Disabilities Act of 1990.

ARTICLE 10

MISCELLANEOUS

- 10.1 The parties agree that all of the conditions set forth herein are material to the Agreement and a breach of any condition is a breach of the Agreement.
- 10.2 Each Article of this Agreement stands alone. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.
- 10.3 The failure of either party to insist in any one or more instances upon the full and complete performance of any of the terms or provisions of this Agreement to be performed on the part of the other or to take any action permitted as a result thereof shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

- 10.4 Captions and headings are for index purposes only and shall not be used in construing this Agreement.
- 10.5 This Agreement shall be interpreted in accordance with Arizona law.
- 10.6 The parties agree to use arbitration to the extent required by A.R.S. § 12-1518. Each party shall bear its own costs of arbitration and shall equally share in the cost of the arbitrator.
- 10.7 This contract is subject to the provisions of A.R.S. § 38-511.
- 10.8 Legal Arizona Workers Act – The Parties hereby warrant that they will at all times during the term of this Contract comply with all federal immigration laws applicable to each Party's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Each Party shall further ensure that each subcontractor who performs any work for the Party under this contract likewise complies with the State and Federal Immigration Laws.

Each Party shall have the right at any time to inspect the books and records of the other Party and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of either Party's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting the applicable Party to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the subcontracting Party shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

Each Party shall advise each subcontractor of the other Party's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:


"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY and/or ADHS may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of the Party under whose aegis the violation occurred. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of either Party's critical milestones schedule, such period of delay shall be deemed excusable delay for which the Party shall be entitled to an extension of time, but not costs.

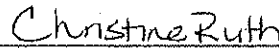
10.9 Scrutinized Business Operations - "Pursuant to A.R.S. §§ 35-391.06 and 393.06, each Party hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by either Party may result in action up to and including termination of this Agreement.

IN WITNESS WHEREOF, the parties do hereby agree to carry out the terms of this Agreement as prescribed herein.


PIMA COUNTY


Chair
Pima County Board of Supervisors
JUL 07 2009

STATE OF ARIZONA



Christine Ruth
Procurement Administrator
Arizona Department of Health Services

ATTEST:

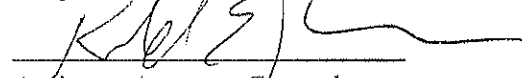

Clerk of the Board

Pursuant to A.R.S. §11-952, the undersigned COUNTY's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona


Deputy County Attorney


Director
Pima County Institutional Health

Attorney General Contract No. _____
which is an Agreement between public agencies,
has been reviewed pursuant to A.R.S. §11-952 by
the undersigned Assistant Attorney General, who
has determined that it is in the proper form and is
within the powers granted under the laws of the
State of Arizona to those parties to the Agreement
represented by the Attorney General


Assistant Attorney General

This space reserved for use by Secretary of State:

PIMA COUNTY DEPT OF INSTITUTIONAL HEALTH PROJECT: ADHS 11-297 CONTRIBUTION CONTRACTOR: AZ DEPT OF HEALTH SERVICES (ADHS) CONTRACT NO.: 01-65-A-142181-0709 CONTRACT AMENDMENT NO.: ONE (1)	<table border="1"> <tr> <td align="center" colspan="2">CONTRACT</td> </tr> <tr> <td>NO.</td> <td>01-65-A-142181-0709</td> </tr> <tr> <td>AMENDMENT NO.</td> <td>01</td> </tr> <tr> <td colspan="2"> This number must appear on all invoices, correspondence and documents pertaining to this contract. </td> </tr> </table>	CONTRACT		NO.	01-65-A-142181-0709	AMENDMENT NO.	01	This number must appear on all invoices, correspondence and documents pertaining to this contract.	
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ORIG. CONTRACT TERM: 07/01/2009 - 06/30/2010	ORIG. CONTRACT AMOUNT: \$3,064,936.00
TERMINATION DATE PRIOR AMENDMENT: N/A	PRIOR AMENDMENTS: \$0.00
TERMINATION THIS AMENDMENT: 06/30/2011	AMOUNT THIS AMENDMENT: \$3,064,936.00
	REVISED CONTRACT AMOUNT: \$6,129,872.00

**AMENDMENT No. 1
INTERGOVERNMENTAL AGREEMENT**

WHEREAS, COUNTY and ARIZONA DEPARTMENT OF HEALTH SERVICES (ADHS) entered into an Intergovernmental Agreement (IGA) for services as referenced above; and

WHEREAS, ADHS and COUNTY have agreed pursuant to Article I – Term to extend the term of this agreement for a period of one year, and to add additional language to clarify COUNTY's responsibility with respect to the court-ordered evaluation pursuant to Arizona Revised Statutes Title 36, Chapter 5, Article 4; and

WHEREAS, ADHS and COUNTY, pursuant to Article 3 – Funding, have agreed to increase the amount of the Agreement to allow continued funding for the integration of the statewide behavioral health system during the extended term of the Agreement;

NOW, THEREFORE, it is agreed as follows:

CHANGE: ARTICLE I - TERM:

From: 1.1 This Agreement shall become effective on July 1, 2009, and shall continue through June 30, 2010, unless further extended or sooner terminated pursuant to the provisions of this Agreement. The executed Agreement shall be filed with the Arizona Secretary of State. The Funding Provisions established herein are operative effective July 1, 2009.

To: 1.1 This Agreement shall become effective on July 1, 2009, and shall continue through June 30, 2011, unless further extended or sooner terminated pursuant to the provisions of this Agreement. The Funding Provisions established herein for the period of July 1, 2010 through June 30, 2011 are operative effective July 1, 2010.

CHANGE: ARTICLE II – SCOPE OF SERVICES, PARAGRAPH 2.4:

From: 2.4 To the extent obligated by law, COUNTY shall retain financial responsibility for Court proceeding expenses for commitment actions brought under Title 36, including the costs of independent evaluators and the fees and costs for the attorneys for the prosecution, and the court-appointed defense attorneys. Nothing in this Agreement shall prohibit, preclude, or prevent COUNTY from seeking, pursuing and obtaining reimbursement from

other party payers to recover the cost of the services of behavioral health professionals and/or the costs of hospitalization that may be incurred as a result of the civil commitment process.

- To: 2.4 To the extent obligated by law, COUNTY shall retain financial responsibility for Court proceeding expenses for commitment actions brought under Title 36, including the costs of independent evaluators and the fees and costs for the attorneys for the prosecution, and the court-appointed defense attorneys. COUNTY and ADHS agree that in addition to the aforementioned costs, COUNTY's obligation for payment of court ordered evaluation related costs is limited to the period of no more than seventy-two hours following the court order authorizing an evaluation consistent with Arizona Revised Statutes, Title 36, Chapter 5. COUNTY and ADHS agree that COUNTY is not responsible for payment of any additional inpatient days following the completion of the seventy-two hour court ordered evaluation period. Nothing in this Agreement shall prohibit, preclude, or prevent COUNTY from seeking, pursuing and obtaining reimbursement from other party payers to recover the cost of the services of behavioral health professionals and/or the costs of hospitalization that may be incurred as a result of the civil commitment process, or from deferring payment to other payers which may have the responsibility to otherwise pay the costs of care for patients involved in commitment actions.

CHANGE: ARTICLE II – SCOPE OF SERVICES, PARAGRAPH 2.9:

- From: 2.9 To the extent possible, ADHS and COUNTY agree to work together to maximize potential resources, including Federal Financial Participation, for the provision of behavioral health service to COUNTY's residents and to mitigate barriers related to maximizing potential resources.
- To: 2.9 ADHS and COUNTY agree to actively collaborate to maximize any potential resources, including any available grant funding, and working to overcome barriers thereto as allowed by law, including expanded utilization of Federal Financial Participation, for the provision of behavioral health services to COUNTY's residents.

CHANGE: ARTICLE III - FUNDING:

- From: The amount of funding for the term of this Agreement shall not exceed THREE MILLION, SIXTY-FOUR THOUSAND, NINE HUNDRED THIRTY-SIX DOLLARS (\$3,064,936) as indicated herein:
- To: The amount of funding for the term of this Agreement shall not exceed THREE MILLION, SIXTY-FOUR THOUSAND, NINE HUNDRED THIRTY-SIX DOLLARS (\$3,064,936) for each fiscal year period during the term of this Agreement:

CHANGE: ARTICLE III – FUNDING, PARAGRAPH 3.1:

- From: 3.1 COUNTY shall pay to ADHS the following: TWO MILLION, NINE HUNDRED SIXTY-FOUR THOUSAND, NINE HUNDRED THIRTY-SIX DOLLARS (\$2,964,936) for the period of July 1, 2009 through June 30, 2010. Payment shall be made in twelve equal monthly payments of TWO HUNDRED FORTY-SEVEN THOUSAND, SEVENTY-EIGHT DOLLARS (\$247,078) and shall be made on or before the fifteenth day of each calendar month during the term of this Agreement.
- To: 3.1 COUNTY shall pay to ADHS the following: TWO MILLION, NINE HUNDRED SIXTY-FOUR THOUSAND, NINE HUNDRED THIRTY-SIX DOLLARS (\$2,964,936) for each fiscal year period during the term of this Agreement. Payment shall be made in twelve

equal monthly payments of TWO HUNDRED FORTY-SEVEN THOUSAND, SEVENTY-EIGHT DOLLARS (\$247,078) and shall be made on or before the fifteenth day of each calendar month during the term of this Agreement.

CHANGE: ARTICLE III – FUNDING, PARAGRAPH 3.2:

- From: 3.2 In addition to the payment indicated in Paragraph 3.1, COUNTY shall pay to ADHS the following: ONE HUNDRED THOUSAND DOLLARS (\$100,000) for the period of July 1, 2009 through June 30, 2010, for the provision of all Title 36 pre-petition screening services as referenced in Paragraph 2.2. Payment shall be made in twelve equal monthly payments of EIGHT THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$8,333.33) and shall be made on or before the fifteenth day of each calendar month during the term of this Agreement.
- To: 3.2 In addition to the payment indicated in Paragraph 3.1, COUNTY shall pay to ADHS the following: ONE HUNDRED THOUSAND DOLLARS (\$100,000) for each fiscal year period during the term of this Agreement for the provision of all Title 36 pre-petition screening services as referenced in Paragraph 2.2. Payment shall be made in twelve equal monthly payments of EIGHT THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$8,333.33) and shall be made on or before the fifteenth day of each calendar month during the term of this Agreement.

The effective date of this Amendment shall be July 1, 2010.

(Remainder of this page left intentionally blank.)

All other provisions of the Contract, not specifically changed by this Amendment, shall remain in effect and be binding upon the parties.

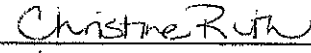
IN WITNESS THEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

PIMA COUNTY:


Chair Board of Supervisors

JUL 06 2010
Date


STATE OF ARIZONA:


Signature

Christine Ruth Acting Chief Procurement
Name and Title (Please Print) Officer


6/20/10
Date

ATTEST:

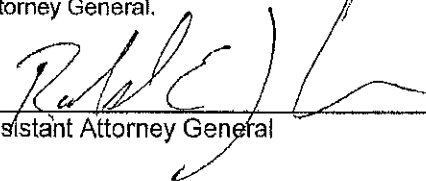

Clerk of Board

JUL 06 2010
Date

Pursuant to A.R.S. §11-952, the undersigned COUNTY's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.


Deputy County Attorney

Attorney General Contract No. _____ which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.


Assistant Attorney General

PIMA COUNTY DEPT OF INSTITUTIONAL HEALTH PROJECT: ADHS 11-297 CONTRIBUTION CONTRACTOR: AZ DEPT OF HEALTH SERVICES (ADHS) CONTRACT NO.: 01-65-A-142181-0709 CONTRACT AMENDMENT NO.: TWO (2)	CONTRACT	
	NO. <u>01-65-A-142181-0709</u>	
	AMENDMENT NO. <u>02</u>	
	This number must appear on all invoices, correspondence and documents pertaining to this contract.	

ORIG. CONTRACT TERM: 07/01/2009 - 06/30/2010	ORIG. CONTRACT AMOUNT: \$3,064,936.00
TERMINATION DATE PRIOR AMENDMENT: 06/30/11	PRIOR AMENDMENTS: \$3,064,936.00
TERMINATION THIS AMENDMENT: 06/30/2012	AMOUNT THIS AMENDMENT: \$3,064,936.00
	REVISED CONTRACT AMOUNT: \$9,194,808.00

AMENDMENT No. 2
INTERGOVERNMENTAL AGREEMENT

WHEREAS, COUNTY and ARIZONA DEPARTMENT OF HEALTH SERVICES (ADHS) entered into an Intergovernmental Agreement (IGA) for services as referenced above; and

WHEREAS, ADHS and COUNTY have agreed pursuant to Article I – Term to extend the term of this agreement for a period of one year; and

WHEREAS, ADHS and COUNTY, pursuant to Article 3 – Funding, have agreed to increase the amount of the Agreement to allow continued funding for the integration of the statewide behavioral health system during the extended term of the Agreement;

NOW, THEREFORE, it is agreed as follows:

CHANGE: ARTICLE I - TERM:

From: 1.1 This Agreement shall become effective on July 1, 2009 and shall continue through June 30, 2011, unless further extended or sooner terminated pursuant to the provisions of this Agreement. The Funding Provisions established herein for the period of July 1, 2010 through June 30, 2011 are operative effective July 1, 2010.

To: 1.1 This Agreement shall become effective on July 1, 2009 and shall continue through June 30, 2012, unless further extended or sooner terminated pursuant to the provisions of this Agreement. The Funding Provisions established herein for the period of July 1, 2011 through June 30, 2012 are operative effective July 1, 2011.

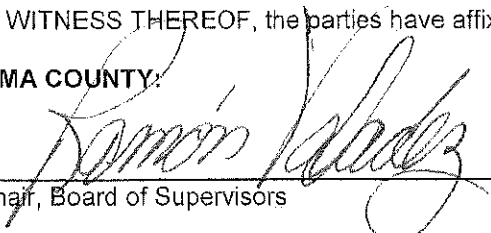
The effective date of this Amendment shall be July 1, 2011.

(Remainder of this page left intentionally blank.)

All other provisions of the Contract, not specifically changed by this Amendment, shall remain in effect and be binding upon the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

PIMA COUNTY:


Chair, Board of Supervisors

JUN 21 2011

Date

STATE OF ARIZONA:



Signature

Christine Ruth, Chief Procurement Officer
Name and Title (Please Print)

5/27/11

Date

ATTEST:


Clerk of Board

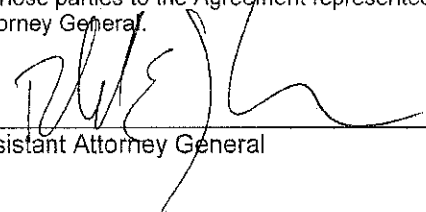
JUN 21 2011

Date

Pursuant to A.R.S. §11-952, the undersigned COUNTY's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.


Deputy County Attorney

Attorney General Contract No. _____ which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.


Assistant Attorney General

PIMA COUNTY DEPT OF INSTITUTIONAL HEALTH PROJECT: ADHS 11-297 CONTRIBUTION CONTRACTOR: AZ DEPT OF HEALTH SERVICES (ADHS) CONTRACT NO.: 01-65-A-142181-0709 CONTRACT AMENDMENT NO.: THREE (3)	<table border="1"> <tr> <td align="center" colspan="2">CONTRACT</td> </tr> <tr> <td colspan="2">NO. CT-IH-1A00000 000000000 287</td> </tr> <tr> <td>AMENDMENT NO.</td> <td align="center">03</td> </tr> <tr> <td colspan="2">This number must appear on all invoices, correspondence and documents pertaining to this contract.</td> </tr> </table>	CONTRACT		NO. CT-IH-1A00000 000000000 287		AMENDMENT NO.	03	This number must appear on all invoices, correspondence and documents pertaining to this contract.	
CONTRACT									
NO. CT-IH-1A00000 000000000 287									
AMENDMENT NO.	03								
This number must appear on all invoices, correspondence and documents pertaining to this contract.									

ORIG. CONTRACT TERM: 07/01/2009 - 06/30/2010	ORIG. CONTRACT AMOUNT: \$3,064,936.00
TERMINATION DATE PRIOR AMENDMENT: 06/30/12	PRIOR AMENDMENTS: \$6,129,872.00
TERMINATION THIS AMENDMENT: 06/30/2013	AMOUNT THIS AMENDMENT: \$3,064,936.00
	REVISED CONTRACT AMT: \$12,259,744.00

**AMENDMENT No. 3
INTERGOVERNMENTAL AGREEMENT**

WHEREAS, COUNTY and ARIZONA DEPARTMENT OF HEALTH SERVICES (ADHS) entered into an Intergovernmental Agreement (IGA) for services as referenced above; and

WHEREAS, ADHS and COUNTY have agreed pursuant to Article I – Term to extend the term of this agreement for a period of one year; and

WHEREAS, ADHS and COUNTY, pursuant to Article 3 – Funding, have agreed to increase the amount of the Agreement to allow continued funding for the integration of the statewide behavioral health system during the extended term of the Agreement;

NOW, THEREFORE, it is agreed as follows:

CHANGE: ARTICLE I - TERM:

From: 1.1 This Agreement shall become effective on July 1, 2009 and shall continue through June 30, 2012, unless further extended or sooner terminated pursuant to the provisions of this Agreement. The Funding Provisions established herein for the period of July 1, 2011 through June 30, 2012 are operative effective July 1, 2011.

To: 1.1 This Agreement shall become effective on July 1, 2009 and shall continue through June 30, 2013, unless further extended or sooner terminated pursuant to the provisions of this Agreement. The Funding Provisions established herein for the period of July 1, 2012 through June 30, 2013 are operative effective July 1, 2012.

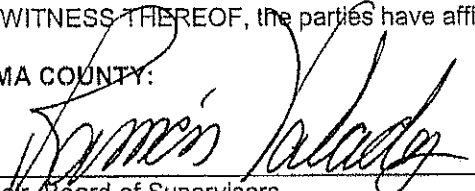
The effective date of this Amendment shall be July 1, 2012.

(Remainder of this page left intentionally blank.)

All other provisions of the Contract, not specifically changed by this Amendment, shall remain in effect and be binding upon the parties.

IN WITNESS WHEREOF, the parties have affixed their signatures to this Amendment on the dates written below.


PIMA COUNTY:


Chair, Board of Supervisors

JAN 24 2012

Date

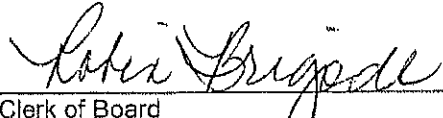
STATE OF ARIZONA:


Signature

Rebecca O'Brien, Sr. Procurement
Name and Title (Please Print) Specialist

12-22-11
Date

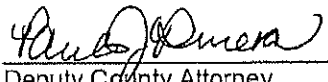
ATTEST:


Clerk of Board


JAN 24 2012

Date

Pursuant to A.R.S. §11-952, the undersigned COUNTY's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.


Deputy County Attorney

Attorney General Contract No. HG932279 which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.


Assistant Attorney General

PIMA COUNTY DEPT OF INSTITUTIONAL HEALTH PROJECT: ADHS 11-297 CONTRIBUTION CONTRACTOR: AZ DEPT OF HEALTH SERVICES (ADHS) CONTRACT NO.: 01-65-A-142181-0709 (CT 12*287) CONTRACT AMENDMENT NO.: FOUR (4)	<table border="1"> <tr> <td colspan="2" style="text-align: center;">CONTRACT</td> </tr> <tr> <td colspan="2">NO <u>CT-IH-120000 00000 00000 287</u></td> </tr> <tr> <td>AMENDMENT NO.</td> <td><u>04</u></td> </tr> <tr> <td colspan="2">This number must appear on all invoices, correspondence and documents pertaining to this contract.</td> </tr> </table>	CONTRACT		NO <u>CT-IH-120000 00000 00000 287</u>		AMENDMENT NO.	<u>04</u>	This number must appear on all invoices, correspondence and documents pertaining to this contract.	
CONTRACT									
NO <u>CT-IH-120000 00000 00000 287</u>									
AMENDMENT NO.	<u>04</u>								
This number must appear on all invoices, correspondence and documents pertaining to this contract.									

ORIG. CONTRACT TERM: 07/01/2009 - 06/30/2010	ORIG. CONTRACT AMOUNT: \$3,064,936.00
TERMINATION DATE PRIOR AMENDMENT: 06/30/13	PRIOR AMENDMENTS: \$9,194,808.00
TERMINATION THIS AMENDMENT: 06/30/2014	AMOUNT THIS AMENDMENT: \$3,064,936.00
	REVISED CONTRACT AMT: \$15,324,680.00

AMENDMENT No. 4
INTERGOVERNMENTAL AGREEMENT

WHEREAS, COUNTY and ARIZONA DEPARTMENT OF HEALTH SERVICES (ADHS) entered into an Intergovernmental Agreement (IGA) for services as referenced above; and

WHEREAS, COUNTY will reassign oversight of this Agreement from its Department of Institutional Health to its Office of Behavioral Health effective July 1, 2013; and

WHEREAS, ADHS and COUNTY have agreed pursuant to Article I – Term to extend the term of this agreement for a period of one year; and

WHEREAS, ADHS and COUNTY, pursuant to Article 3 – Funding, have agreed to increase the amount of the Agreement to allow continued funding for the integration of the statewide behavioral health system during the extended term of the Agreement;

NOW, THEREFORE, it is agreed as follows:

CHANGE: ARTICLE I - TERM:

From: 1.1 This Agreement shall become effective on July 1, 2009 and shall continue through June 30, 2013, unless further extended or sooner terminated pursuant to the provisions of this Agreement. The Funding Provisions established herein for the period of July 1, 2012 through June 30, 2013 are operative effective July 1, 2012.

To: 1.1 This Agreement shall become effective on July 1, 2009 and shall continue through June 30, 2014, unless further extended or sooner terminated pursuant to the provisions of this Agreement. The Funding Provisions established herein for the period of July 1, 2013 through June 30, 2014 are operative effective July 1, 2013.

ADD: To ARTICLE 3 FUNDING, a new Paragraph 3.4:

3.4 ADHS may utilize up to three percent (3%) of the total IGA funding for ADHS administration. The amount shall not exceed \$90,000 each year.

CHANGE: ARTICLE 7 – NOTICES, SECTION 7.1.2:

From: 7.1.2 Notices to COUNTY shall be addressed and mailed as follows:

Pima County Administrator C.H. Huckelberry
130 W. Congress, 10th Floor
Tucson, Arizona 85701

Pima County Deputy Administrator Dennis Douglas
130 West Congress, 10th floor
Tucson, Arizona 85701

Pima County Attorney's Office
Civil Division
32 North Stone, 21st Floor
Tucson, Arizona 85701

Director
Pima County Institutional Health
3950 South Country Club, Suite 300
Tucson, Arizona 85714

To: 7.1.2 Notices to COUNTY shall be addressed and mailed as follows:

Pima County
Deputy County Administrator Jan Leshner
130 West Congress, 10th floor
Tucson, Arizona 85701

Behavioral Health Administrator
Pima County Office of Behavioral Health
3950 South Country Club, Suite 300
Tucson, Arizona 85714

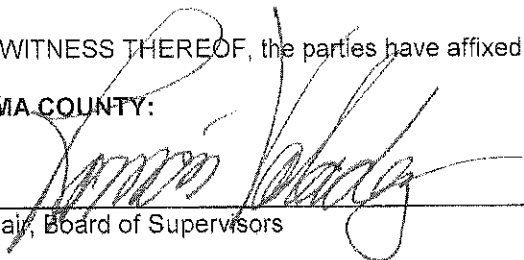
(Remainder of this page left intentionally blank.)

The effective date of this Amendment shall be June 30, 2013.

All other provisions of the Contract, not specifically changed by this Amendment, shall remain in effect and be binding upon the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

PIMA COUNTY:

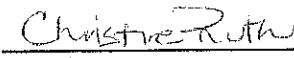


Chair, Board of Supervisors

JUN 18 2013

Date

STATE OF ARIZONA:




Signature

Christine Ruth, Chief Procurement Officer
Name and Title (Please Print)

5/28/13

Date

ATTEST:

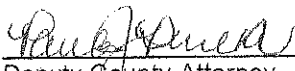


Clerk of Board

JUN 18 2013


Date

Pursuant to A.R.S. §11-952, the undersigned COUNTY's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.



Deputy County Attorney

Attorney General Contract No. _____ which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.



Assistant Attorney General

ORIG. CONTRACT TERM: 07/01/2009 - 06/30/2010	ORIG. CONTRACT AMOUNT:	\$3,064,936.00
TERMINATION DATE PRIOR AMENDMENT: 06/30/14	PRIOR AMENDMENTS:	\$12,259,744.00
TERMINATION THIS AMENDMENT: 06/30/2015	AMOUNT THIS AMENDMENT:	\$3,064,936.00
	REVISED CONTRACT AMT:	\$18,389,616.00

Page 1 of 3

To: E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

ADD: ARTICLE 10 -- MISCELLANEOUS, PARAGRAPH 10.10:

Federal Immigration and Nationality Act The Parties shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, each party agrees that, in the event they use subcontractors, they shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

(Remainder of this page left intentionally blank.)

The effective date of this Amendment shall be June 30, 2014.

All other provisions of the Contract, not specifically changed by this Amendment, shall remain in effect and be binding upon the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

PIMA COUNTY:

Sharon Brunson
Chair, Board of Supervisors

MAY 06 2014
Date

STATE OF ARIZONA:

Rebecca O'Brien
Signature

Rebecca O'Brien, Deputy Chief Proc. Officer
Name and Title (Please Print)

4/2/14
Date

ATTEST:

Robin Brigode
Clerk of Board

MAY 06 2014
Date

Pursuant to A.R.S. §11-952, the undersigned COUNTY's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

Paul J. Rivera
Deputy County Attorney

P0012012000033
Attorney General Contract No. 10200 which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

Patricia Lamagne 3/10/14
Assistant Attorney General

Patricia Lamagne